

## U.S. ENVIRONMENTAL PROTECTION AGENCY

## GRANT AGREEMENT/AMENDMENT

GRANT IDENTIFICATION NO.

C 4 1 0 4 9 3 0 1 0

CHECK APPLICABLE ITEM(S)

DATE OF AWARD (Obligation date)

SEP 01 1976

TYPE OF ACTION

New

☒ GRANT AGREEMENT☐ GRANT AMENDMENT☐ SUBSEQUENT RELATED PROJECT (WWT)

## PART I-GENERAL INFORMATION

1. GRANT PROGRAM

Construction

2. STATUTE REFERENCE

P.L. 92-500

3. REGULATION REFERENCE

40 CFR 30.35.900

4. GRANTEE ORGANIZATION

a. NAME

Clackamas County

c. ADDRESS

902 Abernethy Road  
Oregon City, OR 97045

b. EMPLOYER I.D. NO. (EIN) N/A

5. PROJECT MANAGER (Grantee Contact)

a. NAME

Mr. John C. McIntyre

b. TITLE

Director of Public Works

c. TELEPHONE NO. (Include Area Code)

(503) 655-8521

d. ADDRESS

902 Abernethy Road  
Oregon City, OR 97045

6. PROJECT OFFICER (EPA Contact)

a. NAME

Wilfredo L. Olandria

b. TITLE

Project Engineer

c. TELEPHONE NO. (Include Area Code)

(503) 221-3250

d. ADDRESS

EPA, Oregon Operations Office  
1234 S.W. Morrison Street  
Portland, OR 97205

7. PROJECT TITLE AND DESCRIPTION

Preparation of a facilities plan to provide for upgrading & regionalization of  
sewage treatment facilities for the Tri-City Service District

PROJECT STEP (WWT)

1

8. DURATION

PROJECT PERIOD (Dates)

BUDGET PERIOD (Dates)

9. DOLLAR AMOUNTS

TOTAL PROJECT COSTS

EPA GRANT AMOUNT (In-Kind Amt. \_\_\_\_\_)

\$319,872

TOTAL ELIGIBLE COSTS (WWT)

\$426,496

UNEXPENDED PRIOR YR. BAL. (EPA Funds)

TOTAL BUDGET PERIOD COSTS

THIS ACTION (This obligation amount)

\$319,872

10. ACCOUNTING DATA

APPROPRIATION

DOC CONTROL NO.

ACCOUNT NO.

OBJ CLASS

AMOUNT CHARGED

68X0103.7

C76623

6364103BV3

41.

41.

41. 11

\$319,872

11. PAYMENT METHOD

☐ ADVANCES (\_\_\_\_ % of award) ☒ REIMBURSEMENT☐ OTHER \_\_\_\_\_

SEND PAYMENT REQUEST TO same as #6 above

12. PAYEE (Name and mailing address. Include ZIP Code)

Same as #4 above

SEP 16 1976

# **PART II-APPROVED BUDGET**

**TABLE A - OBJECT CLASS CATEGORY**  
(Non-construction)

**TOTAL APPROVED ALLOWABLE  
BUDGET PERIOD COST**

1. PERSONNEL	
2. FRINGE BENEFITS	
3. TRAVEL	
4. EQUIPMENT	
5. SUPPLIES	
6. CONTRACTUAL	
7. CONSTRUCTION	
8. OTHER	
9. TOTAL DIRECT CHARGES	
10. INDIRECT COSTS: RATE                      % BASE	
11. <b>TOTAL</b> (Share: Grantee _____ %      Federal _____ %)	
12. <b>TOTAL APPROVED GRANT AMOUNT</b>	\$

**TABLE B - PROGRAM ELEMENT CLASSIFICATION**  
(Non-construction)

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10. <b>TOTAL</b> (Share: Grantee _____ %      Federal _____ %)	
11. <b>TOTAL APPROVED GRANT AMOUNT</b>	\$

**TABLE C - PROGRAM ELEMENT CLASSIFICATION**  
(Construction)

1. ADMINISTRATION EXPENSE	3,500
2. PRELIMINARY EXPENSE	153,996
3. LAND STRUCTURES, RIGHT-OF-WAY	
4. ARCHITECTURAL ENGINEERING BASIC FEES	23,000
5. OTHER ARCHITECTURAL ENGINEERING FEES	276,000
6. PROJECT INSPECTION FEES	
7. LAND DEVELOPMENT	
8. RELOCATION EXPENSES	
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES	
10. DEMOLITION AND REMOVAL	
11. CONSTRUCTION AND PROJECT IMPROVEMENT	
12. EQUIPMENT	
13. MISCELLANEOUS	
14. <b>TOTAL (Lines 1 thru 13)</b>	456,496
15. ESTIMATED INCOME (If applicable)	
16. <b>NET PROJECT AMOUNT (Line 14 minus 15)</b>	
17. LESS: INELIGIBLE EXCLUSIONS	(40,000)
18. ADD: CONTINGENCIES	10,000
19. <b>TOTAL</b> (Share: Grantee _____ %      Federal <u>75</u> %)	426,496
20. <b>TOTAL APPROVED GRANT AMOUNT</b>	\$ align="right">319,872

## PART III - GRANT CONDITIONS

### a. GENERAL CONDITIONS

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with the applicable grant provisions of 40 CFR Subchapter B. Specifically, the grantee warrants and represents that it, and its contractors, subcontractors, employees and representatives, will comply with the following General Conditions, the applicable supplemental conditions of 40 CFR Subchapter B, as amended, and any Special Conditions set forth in this grant agreement or any grant amendment.

1. Access. The grantee agrees that it will provide access to the facilities, premises and records related to the project as provided in §§30.605 and 30.805 of 40 CFR Subchapter B.

2. Audit and Records. The grantee agrees that it will maintain an adequate system for financial management, property management and grantee audit in accordance with §§30.800 and 30.810-3, and that it will maintain, preserve and make available to the Government all project records for the purpose of inspection, interim and final audit, and copying as required by §§30.605, 30.805, and 30.820 of 40 CFR Subchapter B.

3. Reports. The grantee agrees to timely file with EPA such reports as are specifically required by the grant agreement or pursuant to 40 CFR Subchapter B, including progress reports (§30.635-1), financial reports (§30.635-3), invention reports (§30.635-4), property reports (§30.635-5), relocation and acquisition reports (§30.635-6) and a final report §30.635-2, and that failure to timely file a report may cause EPA to invoke the remedies provided in 40 CFR 30.430.

4. Grant Changes: Modifications. The grantee agrees that all grant modifications will be accomplished through the provisions of 40 CFR 30.900 through 30.900-4.

5. Requirements Pertaining to Federally Assisted Construction. The grantee agrees that during the performance of the project work it will comply, and that its contractors, subcontractors, employees and representatives will comply, with the requirements pertaining to federally assisted construction identified in 40 CFR 30.415.

6. Suspension.

(a) The grantee agrees that the grant official may, at any time, require the grantee to stop all, or any part, of the work within the scope of the project for which EPA grant assistance was awarded, by a written stop-work order, for a period of not more than forty-five (45) days after the order is delivered to the grantee, and for any further period to which the parties may agree. Any such order shall be specifically identified as a stop-work order issued pursuant to this clause. Upon receipt of such an order, the grantee agrees to forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. This suspension article shall not be applicable to educational institutions or nonprofit research institutions.

(b) The grantee agrees that, within any such suspension period, EPA may either (1) cancel the stop-work order, in full or in part, or (2) initiate action to terminate the grant, in part or in full, as provided in Article 7, below.

(c) If a stop-work order is canceled or if the suspension period or any extension thereof expires, the grantee agrees to promptly resume the previously suspended project work.

(d) An equitable adjustment shall be made in the project period, budget period, or the grant amount, or all of these as appropriate, if:

(1) the stop-work order results in an increase in the time required for, or in the grantee's costs properly allocable to, the performance of any part of the project, and

(2) the grantee asserts a written claim for such adjustment within sixty (60) days after the end of the period of work stoppage, provided that if the Project Officer determines that the circumstances justify such action (for example, if the impact of cost or time factors resulting from a stop-work order could not have been ascertained prior to written submission of the claim), he may receive and act upon any such claim asserted at any time prior to final payment under this grant.

(e) If a stop-work order is not canceled and grant-related project work covered by such order is within the scope of a subsequently-issued termination order, the reasonable costs resulting from the stop-work order shall be allowed in arriving at the termination settlement.

(f) The grantee agrees that costs incurred by the grantee or its contractors, subcontractors or representatives, after a stop-work order is delivered, or within any extension of the suspension period to which the parties may have agreed, with respect to the project work suspended by such order or agreement, which are not authorized by this article or specifically authorized in writing by the Project Officer shall not be allowable costs.

## A. GENERAL CONDITIONS (Continued)

7. Termination.

(a) The grantee agrees that the grant award official may, at any time, after written notice and after opportunity for consultation has been afforded to the grantee, terminate the grant, in whole or in part, with the concurrence of appropriate EPA officials, through a written termination notice specifying the effective date of the termination action.

(1) Cause for termination shall include, but not be limited to, default by the grantee or failure by the grantee to comply with grant conditions or terms.

(2) The grantee agrees that, upon such termination, it will return or credit to the United States that portion of grant funds paid or owed to the grantee and allocable to the terminated project work, except such portion as may be required by the grantee to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable.

(3) Whenever feasible, the grant award official and the grantee shall enter into a termination agreement as soon as possible after any such termination action to establish the basis for settlement of grant termination costs and the amount and date of payment of any sums due to either party.

(b) Upon request of the grantee, and if the Project Officer determines with the concurrence of appropriate EPA officials that there is good cause for the termination of all or any portion of the project work for which EPA grant assistance has been awarded, the grant award official and the grantee may enter into a written termination agreement establishing the effective date of the grant and project termination, and the basis for settlement of grant termination costs, and the amount and date of payment of any sums due to either party.

(c) The grantee agrees that it will not unilaterally terminate work on the project for which EPA grant assistance has been awarded, except for good cause. The grantee further agrees:

(1) That it will promptly give written notice to the Project Officer of any complete or partial termination of the project work by the grantee, and

(2) That, if the Project Officer determines with the concurrence of appropriate EPA officials that the grantee has terminated the project work without good cause, the grant award official may annul the grant and all EPA grant funds previously paid or owing to the grantee shall be promptly returned or credited to the United States.

8. Disputes.

(a) Except as otherwise provided by law or regulations, any dispute arising under this grant agreement shall be decided by the Project Officer, who, after concurrence by appropriate EPA officials, shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the grantee. Such a decision of the Project Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the grantee mails or otherwise delivers to the Project Officer a written appeal addressed to the Administrator.

(b) The decision of the Administrator or his duly authorized representative for the determination of such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as to imply bad faith, or not supported by substantial evidence.

(c) In connection with an appeal proceeding under this article, the grantee shall be afforded an opportunity to be heard, to be represented by legal counsel, to offer evidence and testimony in support of any appeal, and to cross-examine Government witnesses and to examine documentation or exhibits offered in evidence by the Government or admitted to the appeal record (subject to the Government's right to offer its own evidence and testimony, to cross-examine the appellant's witnesses, and to examine documentation or exhibits offered in evidence by the appellant or admitted to the appeal record). The appeal shall be determined solely upon the appeal record, in accordance with the applicable provisions of Subpart J of Part 30 of Title 40 CFR.

(d) This "Disputes" article shall not preclude consideration of any question of law in connection with decisions provided for by this article; provided, that nothing in this grant or related regulations shall be construed as making final the decision of any administrative official, representative, or board, on a question of law.

9. Notice and Assistance Regarding Patent and Copyright Infringement.

(a) The grantee agrees to report to the Project Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this grant or which the grantee has knowledge.

(b) In the event of any claim or suit against the Government, on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the grantee agrees to furnish to the Government, when requested by the Project Officer, all evidence and information in possession of the grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the grantee has agreed to indemnify the Government.

**D. SPECIAL CONDITIONS**

1. To provide for the application of best practical wastewater treatment technology the grantee agrees to evaluate alternate waste treatment management techniques including treatment and discharge, treatment and reuse and land application; and to consider as practical, the application of technology which would at a later date provide for reclaiming or recycling of water or otherwise eliminate the discharge of pollutants.
2. The grantee agrees to furnish, at the time of the submission of his facility plan, the projected schedule and estimated costs for subsequent related projects on the enclosed form titled "Summary of Costs of Planned Treatment Works Scheduled by Project and Category."
3. The grantee agrees to modify existing engineering agreement(s) or to incorporate into any proposed agreements(s) the enclosed Appendix C-1, "Required Provisions--Consulting Engineering Agreements." This required action is to be completed within 60 days and no grant payments will be made until a copy of the contract modification or other document incorporating the required provisions has been submitted.
4. The grantee agrees to make positive efforts to comply with provisions of the Federal Regulations under 40 CFR 35.935-15 and 35.936-7 and with other requirements of Region X minority A/E firms in completing the Step 1 facility planning work. In pursuing this effort, the grantee is to consider

(continued on attached page)

**PART IV**

**NOTE:** The Grant Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters grant awards and to the appropriate Grants Administration Office for state and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, will result in the automatic withdrawal of the grant offer by the Agency. Any amendment to the Grant Agreement by the grantee subsequent to the document being signed by the Award Official shall void the Grant Agreement.

**OFFER AND ACCEPTANCE**

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers a grant to the Clackamas County for 75 % of all approved costs incurred up to and not exceeding \$ 319,872 for the support of approved budget period effort described in application (including all application modifications) 66.418 Construction Grants for WWT Works - included herein by reference.

GRANTEE ORGANIZATION  
GRANT AMOUNT  
TITLE AND DATE  
3/15/76

**ISSUING OFFICE (Grants Administration Office)**

**AWARD APPROVAL OFFICE**

**ORGANIZATION/ADDRESS**

**ORGANIZATION/ADDRESS**

Water Division  
Grants Administration Office  
Environmental Protection Agency  
1200 Sixth Avenue, Seattle, WA 98101

Regional Administrator  
Environmental Protection Agency  
1200 Sixth Avenue  
Seattle, WA 98101

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

**SIGNATURE OF AWARD OFFICIAL**

**TYPED NAME AND TITLE**

**DATE**

*Jackie Dailey*

Jackie Dailey, Chief  
Grants Administration Office

SEP 01 1976

This Grant Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and grant regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the grantee organization, and (2) the grantee agrees (a) that the grant is subject to the provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by EPA to have been overpaid will be refunded or credited in full to EPA.

**BY AND ON BEHALF OF THE DESIGNATED GRANTEE ORGANIZATION**

**SIGNATURE**

**TYPED NAME AND TITLE**

**DATE**

*John C. McIntyre*

John C. McIntyre, Director of Public Works

Sept. 14, 1976

## Special Conditions Continued

as applicable, the course of action set forth in earlier correspondence dated 6/10/76. Grant payments for this Step 1 project will not be made until this office is advised that minority and small business firms have entered into contracts to perform segments of the work, or until evidence is submitted which indicates an acceptable level of positive measures taken to utilize minority and small business firms.

5. Payments to the grantee will be made approximately in accordance with the following schedule, subject to availability of funds:

Sept. 1976	\$130,497 - Reimbursement of prior costs
Oct. 1976	45,000 - Smoke Testing
Nov. 1976	83,250 - Sewer cleaning & T.V. Inspection
January 1977	33,750 - SSES Analysis & Report
March 1977	27,375 - Completed Facility Plan & Financial Study

